

Appln No. 10/075,476

Amdt date August 13, 2003

Reply to Office action of February 13, 2003

Q3 combining the first and second breast form chamber members with one another so that the sheets of thermoplastic film material are positioned opposite one another so as to form a chamber, and the sheets of fabric material form an outside surface of the breast form; and

inserting a desired volume of silicone gel material into the chamber;

wherein during the step of combining or inserting, the sheets of thermoplastic film are sealed together along a perimeter edge of the chamber.

REMARKS

Applicant respectfully responds to each point raised by the Examiner in the February 13, 2003 Office action as follows:

Objections to the Specification

The Examiner objected to the Applicant's use of the trademark LYCRA because Applicant did not capitalize the mark and did not accompany the mark with the generic terminology. As reflected by the amendments to the Specification shown above, Applicant has corrected this inadvertent oversight.

The Examiner also objected to the term "permanently grown," which Applicant used in its Specification to describe one of its pressure sensitive adhesives. Applicant submits that this term should be understood to carry its ordinary meaning as reflected by the dictionary definitions of the component terms. Specifically, "permanently" is defined as "lasting or remaining without essential change" or "not expected to change in status, condition, or place." (*The American Heritage Dictionary of the English Language, Fourth Edition (2000)*). "Grown" is defined as "to come to be by a gradual process or by degrees." (*The American Heritage Dictionary of the English Language, Fourth Edition (2000)*). Therefore,

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Applicant submits that its usage of the term "permanently grown" with respect to its pressure sensitive adhesive layer is sufficiently clear to one of ordinary skill in the art in light of the ordinary meaning of those terms and the context in which they are used in the Specification. That is, "grown" refers to the pressure sensitive adhesive being incorporated within the interior surface of the breast form by an application process during the manufacturing of the breast form, and "permanently" refers to the pressure sensitive adhesive remaining in place once applied to the interior surface.

Claim Objections

The Examiner objected to claims 1, 18, and 20 because of the use of the language "An improved," which reflects an opinion. As reflected by the claim amendments above, Applicant has made the appropriate corrections.

The Examiner also objected to claims 12, 13, 16, 17, and 19 for use of the term "permanently grown." As described above with respect to Applicant's use of this term in the Specification, Applicant respectfully submits that the term is sufficiently clear based on the ordinary meaning of the component terms and the context of their use, and accordingly, requests that the objections be withdrawn.

Claim Rejections Under 35 U.S.C. § 102

The Examiner rejected claims 1, 2, 5, 7-9, and 20 as being allegedly anticipated by U.S. Pat. No. 6,231,423 to Deal et al. Applicant respectfully submits that independent claims 1, 5, and 20, and all of the claims depending therefrom, are not anticipated by Deal et al.

With respect to independent claim 1, Applicant submits that Deal et al. does not disclose the recited limitations of "a flexible chamber formed from a thermoplastic film material and a fabric material" and "the fabric material disposed

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over and permanently joined to the thermoplastic film material." The pouches 38, 40 disclosed in Deal et al. (i.e., "the breast forms") do not have fabric material as part of the flexible chamber of the breast form. Rather, the outer layer 20 of fabric and the inner layer 22 of fabric disclosed in Deal et al. are the structural surfaces that define the bra cups 12, 14. Thus, Deal et al. only discloses bra cups having envelopes that are adapted to receive the separate "breast forms," and to allow the breast forms to be anchored to the fabric layers of the bra cups. Accordingly, because Deal et al. fails to disclose a breast form that itself has "the fabric material disposed over and permanently joined to the thermoplastic film material," Applicant respectfully submits that claim 1, and all of the claims depending therefrom, are not anticipated by Deal et al.

With respect to claim 5, Deal et al. does not disclose "a flexible chamber formed from a fabric laminated thermoplastic film." As noted above for the discussion of claim 1, the fabric layer of Deal et al. is not disclosed as being part of the bra cups, which is not the structure of the breast forms. Therefore, claim 5, and each of the claims depending therefrom, are not anticipated by Deal et al.

With respect to independent claim 20, Deal et al. fails to disclose the limitation of "forming first and second breast form chamber members by permanently joining together sheets of thermoplastic film material with sheets of fabric material." Similar to the discussions above for claims 1 and 5, Deal et al. does not disclose this structure for a breast form, but instead only discloses a bra cup having fabric that can be adjoined to a thermoplastic breast form. Accordingly, Applicant respectfully submits that claim 5, and each of the claims depending therefrom, are not anticipated by Deal et al.

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Claim Rejections Under 35 U.S.C. § 103

The Examiner rejected claims 3, 4, 6, and 10-19 as being allegedly obvious based on the teachings of Deal et al., or the combination of teachings from Deal et al. and one or more of Ishikawa et al. (U.S. Pat. No. 6,042,608) or Naestoft et al. (U.S. Pat. No. 5,071,433). Applicant respectfully submits that because independent claims 1, 5, 14, and 18 are allowable over the cited references, the rejected dependent claims are also allowable for at least the reasons noted for the independent claims.

With respect to claim 1, as explained above, Deal et al. does not disclose a breast form having "a flexible chamber formed from a thermoplastic film material and a fabric material" and "the fabric material disposed over and permanently joined to the thermoplastic film material." Applicant submits that because the teachings of Deal et al. are limited strictly to a push-up bra having envelopes for receiving breast forms, there would be no motivation to modify the structure of the breast form of Deal et al. to achieve Applicant's claimed breast form. Furthermore, the teachings of Deal et al. and Ishikawa et al. provide no suggestion that would motivate a person of ordinary skill in the art to modify the taught breast forms to achieve Applicant's breast form. Accordingly, Applicant respectfully submits that claim 1, and each of the claims depending therefrom, are allowable over the combination of Deal et al. and Ishikawa et al.

Similarly, the teachings of Deal et al. and Ishikawa et al. and Naestoft et al. fails to teach, motivate, or suggest limitations of Applicant's claims 5, 14, 18, and 20. Specifically, the cited references provide no teaching, suggestion, or motivation to obtain the following structural limitations of Applicant's claims: in claim 5, "a flexible chamber formed from a fabric laminated thermoplastic film"; in claim 14, "two sheets of fabric laminated thermoplastic sheets"; in claim 18, "a fabric material that is disposed over and permanently joined to a surface portion of each of the

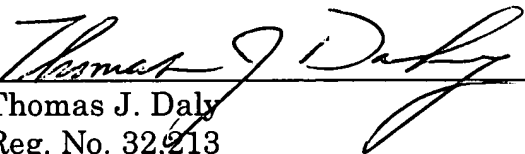
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polyurethane sheets and forming exterior surfaces of the breast form"; and in claim 20, "permanently joining together sheets of thermoplastic film material with sheets of fabric material." To achieve these noted limitations, a person of ordinary skill in the art would be required to depart from the teachings and suggestions of Deal et al. by abandoning the structure of a bra cup and instead forming a separate breast form having a fabric layer. Accordingly, Applicant respectfully submits that claims 5, 14, 18, and 20, and each of the claims depending therefrom, are not obvious in light of the cited references.

Conclusion

In view of the foregoing amendments and remarks, Applicant respectfully submits that claims 1-20 are in condition for allowance, and accordingly, a timely indication thereof is respectfully requested.

Respectfully submitted,
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